



BOARD OF SUPERVISORS MEETING

Wednesday, July 03, 2024 at 6:30 PM

Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947

AGENDA

CALL TO ORDER

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, June 19, 2024 Town Board Meeting

OPEN FORUM – TOWN RELATED MATTERS NOT ON THE AGENDA

Individuals properly signed in may speak directly to the Town Board on non-repetitive Town Matters whether on or not on the agenda. Commentators must wait to be called, must speak from the podium, directing their comments to the Board. Comments must be orderly, and will be limited to a maximum of 2 minutes per person. **Public comment is not permitted outside of this public comment period.** **Note:** The Board's ability to act on or respond to the public comments is limited by Chapter 19, Wis. Stats. Please complete the "Request to Speak at Meeting" form located on the agenda/sign-in table and submit the form to the Town Clerk for in-person attendance.

CORRESPONDENCE

- A. Distribution of the Wis DOT Pre-Construction Agenda from June 24, 2024 regarding upcoming road construction on State Rd 76.

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. County Board Supervisor Report
- B. Winnebago County Sheriff's Department – Public Concerns and Issues
- C. Department of Public Safety Report
- D. Larsen/Winchester Sanitary District Report
- E. Administrator's Report
- F. Chair & Supervisor Reports

OPERATOR LICENSES ISSUED BY THE TOWN CLERK

- A. Renewal - Lexus Sommers, Willie Beamons

BUSINESS

- A. Discussion/Action: Town Board review & consideration of Ordinance 2024-002 Repealing & Recreating Ordinance 2021-001 Establishing All-Terrain & Utility-Terrain Vehicle Routes.
- B. Discussion/Action: Town Board review & consideration of the Planned Maintenance Agreement submitted by Cummins Sales & Service for maintenance on the Town Hall / Fire Station Generator in the amount of \$5,112.11.

- C. Discussion/Action: Town Board review & consideration of Resolution 2024-003 A Resolution Approving an Intergovernmental Agreement to Satisfy Eligibility for a Recycling Consolidation Grant for Calendar Year 2025.

REVIEW OF DISBURSEMENTS

- A. Check Summary Register

UPCOMING MEETING ATTENDANCE

- A. Town Board (6:30 pm start unless otherwise noted) - July 17; Aug 7 & 21; Sept 4 & 18
- B. Plan Commission (6:30 pm start unless otherwise noted) - July 10; Aug 14; Sept 11

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURNMENT

Respectfully submitted,

Russell D. Geise
Town Chairperson

Pursuant to Wisconsin Statute 19.84 (2) and (3) notice is hereby given to the public and the media that two or more members of any or all Boards, Commissions, and Committees of the Town of Clayton, may attend the meeting of the Town Board in order to gather information. For purposes of the Open Meetings Law only; attendance at a meeting by a quorum of members of the Town Boards, Commissions, and Committees constitutes a meeting of the Board, Commission, or Committee, pursuant to Badke Vs. Village Board of Village of Greendale, 173 Wis2d 553, 494 NW2d 408 (1993), and must be noticed as such, although it is not contemplated that any formal action by those bodies will be taken. The only business to be conducted is for Town Board action.

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please call the Town Office at 920.836.2007.

This agenda has been posted at the following locations in the Town of Clayton:

- 1. The Town Hall Posting Board – 8348 Hickory Ave, Larsen, WI 54947
- 2. The Town’s Web Page: --



BOARD OF SUPERVISORS MEETING

Wednesday, June 19, 2024 at 6:30 PM

Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947

MINUTES

CALL TO ORDER – Chair Geise called the meeting to order at 6:30 pm

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

PRESENT

Town Chair Geise
 Supervisor Lettau
 Supervisor Grundman
 Supervisor Christianson
 Supervisor Reif

STAFF

Administrator Wisnefske
 Clerk Faust-Kubale
 Treasurer Fietzer
 Attorney LaFrombois

APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, June 5, 2024 Town Board Meeting

MOTION

Motion made by unanimous consent to approve the Minutes of the Wednesday, June 5, 2024 Town Board Meeting.

Motion carried by unanimous voice vote.

OPEN FORUM – TOWN RELATED MATTERS NOT ON THE AGENDA

Gail Haag, 9203 County Rd M, Larsen - requesting the Board consider Ordinance 2021-001 amendment, which is also addressed in Correspondence Item C.

Hugh Davies, 2604 Larsen Rd, Neenah - requested assistance with water drainage onto his property.

CORRESPONDENCE

- A. Distribution of the May 2024 Building Inspection Report
- B. Distribution of the May 2024 Winnebago County Tonnage Report
- C. Distribution of a request received June 10, 2024, to amend the Town of Clayton Ordinance 2021-001 relating to All-Terrain/Utility-Terrain Vehicles & Routes within the Town.

- D. Distribution of the Lion's Club proposed Pickleball / Basketball Court at Trailhead Park

DISCUSSION ITEMS (NO ACTION WILL BE TAKEN)

- A. Winnebago County Sheriff's Department – Public Concerns and Issues
- B. Department of Public Safety Report
- C. Larsen/Winchester Sanitary District Report
- D. Administrator's Report
- E. Chair & Supervisor Reports

OPERATOR LICENSES ISSUED BY THE TOWN CLERK

- A. New - Steve Kuehl
- B. New - Abygail Davis, Larsen Tavern
- C. Renewal - David Cheslock
- D. Renewal - Alexandra Hueller, Woodshed
- E. Renewal - Elise Herman, Winagamie Golf Course

BUSINESS REFERRED BY THE PLAN COMMISSION

- A. Plan Commission Recommendation: Town Board review & consideration on a Conditional Use Application submitted by Keegan O'Hearn for a proposed short-term rental accessory use on Tax ID #006-1277 addressed as 9262 Bomar Ave.

MOTION

Motion made by unanimous consent to approve the Conditional Use Application submitted by Keegan O'Hearn for a proposed short-term rental accessory use with the following Recommendations & Conditions which shall be met and acknowledged within 30 days of Town Board approval:

1. If only portions of the residence are proposed to be rented, the applicant should submit a floor plan identifying which portions of the residence will be rented to verify the single-family residence is not being converted to a duplex.
2. Applicant and Building Inspector coordinate an inspection of the residence with re-inspections to occur every 5 years.
3. Applicant obtain a Winnebago County Health Department License and keep that License active for the duration of the short-term rental activity.
4. Any applicant that maintains, manages, and/or operates a short-term rental facility for more than 10 nights each year obtain a Tourist Rooming House License from the State Department of Agriculture, Trade, and Consumer Protection (DATCAP).
5. All short-term rental activities shall occur within a single-family residential dwelling.
6. All structures require a one-time Conditional Use Permit as an accessory use to a single-family residential as the Principal Use.
7. A Conditional Use Permit for short-term rentals be transferable between property owners.
8. The operator of a short-term rental facility maintains the single-family dwelling as their principal residence during the time period when rooms are offered.

9. The exterior appearance of the building shall not be altered from its single-family appearance.
10. All signage shall conform with the standards identified in the Conditional Use Permit, those being that the sign shall not exceed four (4) square feet in area.
11. No food preparation or cooking shall be allowed in guest rooms.
12. Meals shall only be offered to overnight guests.
13. Rentals shall not exceed 29 consecutive days.
14. Rentals shall be limited to 180 days within any 365-day period.
15. All parking (homeowner and renters) for the facility shall occur on site. No street parking is allowed.
16. All local, state, and federal taxes must be filed with the appropriate agencies. Short-term rental facilities must comply with the provisions of Section 9.1 of the Town of Clayton Municipal Code pertaining to hotel and motel room tax.

Motion carried by unanimous voice vote.

- B. Plan Commission Recommendation: Town Board review & consideration on a Conditional Use Permit Application submitted by Brian Piechocki for a proposed short-term rental accessory use on Tax ID #006-0888 addressed as 2675 Oakridge Rd.

MOTION

Motion made by unanimous consent to approve the Conditional Use Application submitted by Brian Piechocki for a proposed short-term rental accessory use with the following Recommendations & Conditions which shall be met and acknowledged within 30 days of Town Board approval:

1. If only portions of the residence are proposed to be rented, the applicant should submit a floor plan identifying which portions of the residence will be rented to verify the single-family residence is not being converted to a duplex.
2. Applicant and Building Inspector coordinate an inspection of the residence with re-inspections to occur every 5 years.
3. Applicant obtain a Winnebago County Health Department License and keep that License active for the duration of the short-term rental activity.
4. Any applicant that maintains, manages, and/or operates a short-term rental facility for more than 10 nights each year obtain a Tourist Rooming House License from the State Department of Agriculture, Trade, and Consumer Protection (DATCAP).
5. All short-term rental activities shall occur within a single-family residential dwelling.
6. All structures require a one-time Conditional Use Permit as an accessory use to a single-family residential as the Principal Use.
7. A Conditional Use Permit for short-term rentals be transferable between property owners.
8. The operator of a short-term rental facility maintains the single-family dwelling as their principal residence during the time period when rooms are offered.
9. The exterior appearance of the building shall not be altered from its single-family appearance.

10. All signage shall conform with the standards identified in the Conditional Use Permit, those being that the sign shall not exceed four (4) square feet in area.
11. No food preparation or cooking shall be allowed in guest rooms.
12. Meals shall only be offered to overnight guests.
13. Rentals shall not exceed 29 consecutive days.
14. Rentals shall be limited to 180 days within any 365-day period.
15. All parking (homeowner and renters) for the facility shall occur on site. No street parking is allowed.
16. All local, state, and federal taxes must be filed with the appropriate agencies. Short-term rental facilities must comply with the provisions of Section 9.1 of the Town of Clayton Municipal Code pertaining to hotel and motel room tax.

Motion carried by unanimous voice vote.

- C. Plan Commission Recommendation: Town Board review & consideration on a Conditional Use Permit Application submitted by Jesse Gander for a proposed short-term rental accessory use on Tax ID #006-0564 addressed as 8426 County Rd T.

MOTION

Motion made by unanimous consent to approve the Conditional Use Application submitted by Jesse Gander for a proposed short-term rental accessory use with the following Recommendations & Conditions which shall be met and acknowledged within 30 days of Town Board approval:

1. If only portions of the residence are proposed to be rented, the applicant should submit a floor plan identifying which portions of the residence will be rented to verify the single-family residence is not being converted to a duplex.
2. Applicant and Building Inspector coordinate an inspection of the residence with re-inspections to occur every 5 years.
3. Applicant obtain a Winnebago County Health Department License and keep that License active for the duration of the short-term rental activity.
4. Any applicant that maintains, manages, and/or operates a short-term rental facility for more than 10 nights each year obtain a Tourist Rooming House License from the State Department of Agriculture, Trade, and Consumer Protection (DATCAP).
5. All short-term rental activities shall occur within a single-family residential dwelling.
6. All structures require a one-time Conditional Use Permit as an accessory use to a single-family residential as the Principal Use.
7. A Conditional Use Permit for short-term rentals be transferable between property owners.
8. The operator of a short-term rental facility maintains the single-family dwelling as their principal residence during the time period when rooms are offered.
9. The exterior appearance of the building shall not be altered from its single-family appearance.
10. All signage shall conform with the standards identified in the Conditional Use Permit, those being that the sign shall not exceed four (4) square feet in area.
11. No food preparation or cooking shall be allowed in guest rooms.

12. Meals shall only be offered to overnight guests.
13. Rentals shall not exceed 29 consecutive days.
14. Rentals shall be limited to 180 days within any 365-day period.
15. All parking (homeowner and renters) for the facility shall occur on site. No street parking is allowed.
16. All local, state, and federal taxes must be filed with the appropriate agencies. Short-term rental facilities must comply with the provisions of Section 9.1 of the Town of Clayton Municipal Code pertaining to hotel and motel room tax.

Motion carried by unanimous voice vote.

- D. Plan Commission Recommendation: Town Board review & consideration on a Conditional Use Permit Application submitted by Patrick Ostroth for a proposed short-term rental accessory use on Tax ID #006-0782-01 addressed as 7539 Green Meadow Rd.

MOTION

Motion made by unanimous consent to approve the Conditional Use Application submitted by Patrick Ostroth for a proposed short-term rental accessory use with the following Recommendations & Conditions which shall be met and acknowledged within 30 days of Town Board approval:

1. If only portions of the residence are proposed to be rented, the applicant should submit a floor plan identifying which portions of the residence will be rented to verify the single-family residence is not being converted to a duplex.
2. Applicant and Building Inspector coordinate an inspection of the residence with re-inspections to occur every 5 years.
3. Applicant obtain a Winnebago County Health Department License and keep that License active for the duration of the short-term rental activity.
4. Any applicant that maintains, manages, and/or operates a short-term rental facility for more than 10 nights each year obtain a Tourist Rooming House License from the State Department of Agriculture, Trade, and Consumer Protection (DATCAP).
5. All short-term rental activities shall occur within a single-family residential dwelling.
6. All structures require a one-time Conditional Use Permit as an accessory use to a single-family residential as the Principal Use.
7. A Conditional Use Permit for short-term rentals be transferable between property owners.
8. The operator of a short-term rental facility maintains the single-family dwelling as their principal residence during the time period when rooms are offered.
9. The exterior appearance of the building shall not be altered from its single-family appearance.
10. All signage shall conform with the standards identified in the Conditional Use Permit, those being that the sign shall not exceed four (4) square feet in area.
11. No food preparation or cooking shall be allowed in guest rooms.
12. Meals shall only be offered to overnight guests.
13. Rentals shall not exceed 29 consecutive days.
14. Rentals shall be limited to 180 days within any 365-day period.

15. All parking (homeowner and renters) for the facility shall occur on site. No street parking is allowed.

16. All local, state, and federal taxes must be filed with the appropriate agencies. Short-term rental facilities must comply with the provisions of Section 9.1 of the Town of Clayton Municipal Code pertaining to hotel and motel room tax.

Motion carried by unanimous voice vote.

- E. Plan Commission Recommendation: Town Board review & consideration on a Conditional Use Permit Application submitted by Louis Braatz & Nicole Schroeder for a proposed short-term rental accessory use on Tax ID #006-1699 addressed as 3646 Emerald Crown Pkwy.

MOTION

Motion made by unanimous consent to approve the Conditional Use Application submitted by Louis Braatz & Nicole Schroeder for a proposed short-term rental accessory use with the following Recommendations & Conditions which shall be met and acknowledged within 30 days of Town Board approval:

1. If only portions of the residence are proposed to be rented, the applicant should submit a floor plan identifying which portions of the residence will be rented to verify the single-family residence is not being converted to a duplex.
2. Applicant and Building Inspector coordinate an inspection of the residence with re-inspections to occur every 5 years.
3. Applicant obtain a Winnebago County Health Department License and keep that License active for the duration of the short-term rental activity.
4. Any applicant that maintains, manages, and/or operates a short-term rental facility for more than 10 nights each year obtain a Tourist Rooming House License from the State Department of Agriculture, Trade, and Consumer Protection (DATCAP).
5. All short-term rental activities shall occur within a single-family residential dwelling.
6. All structures require a one-time Conditional Use Permit as an accessory use to a single-family residential as the Principal Use.
7. A Conditional Use Permit for short-term rentals be transferable between property owners.
8. The operator of a short-term rental facility maintains the single-family dwelling as their principal residence during the time period when rooms are offered.
9. The exterior appearance of the building shall not be altered from its single-family appearance.
10. All signage shall conform with the standards identified in the Conditional Use Permit, those being that the sign shall not exceed four (4) square feet in area.
11. No food preparation or cooking shall be allowed in guest rooms.
12. Meals shall only be offered to overnight guests.
13. Rentals shall not exceed 29 consecutive days.
14. Rentals shall be limited to 180 days within any 365-day period.
15. All parking (homeowner and renters) for the facility shall occur on site. No street parking is allowed.

16. All local, state, and federal taxes must be filed with the appropriate agencies. Short-term rental facilities must comply with the provisions of Section 9.1 of the Town of Clayton Municipal Code pertaining to hotel and motel room tax.

Motion carried by unanimous voice vote.

- F. Plan Commission Recommendation: Town Board review & consideration of a Certified Survey Map (CSM) submitted by Nick Schmidt on behalf of Big Ring Properties, LLC for a proposed CSM dividing Tax ID #006-0006-10-02 (Lind Ln) into two (2) lots.

MOTION

Motion made by unanimous consent to deny the Certified Survey Map (CSM) submitted by Nick Schmidt on behalf of Big Ring Properties, LLC.

Motion carried by unanimous voice vote.

- G. Plan Commission Recommendation: Town Board review & consideration of a Certified Survey Map (CSM) submitted by Corey Kalkofen of McMahon Associates Inc. on behalf of Pint, LLC & KBN LLC for a proposed CSM dividing & reconfiguring Tax ID #006-0370 (2590 County Rd II), Tax ID #006-0370-06, & Tax ID #006-0370-07 into two (2) lots.

MOTION

Motion made by unanimous consent to approve the Certified Survey Map (CSM) submitted by Corey Kalkofen of McMahon Associates Inc. on behalf of Pint, LLC & KBN LLC with the following Recommendations & Conditions:

1. Based on the County GIS, a number of structures defined as buildings (shelter & gazebos) are not shown and shall be added to the CSM. If those buildings have been or are to be razed, documentation for the removal shall be provided to the Town prior to approval of the CSM.
2. The WDNR Surface Water Data Viewer identifies two areas associated with the ponds on proposed Lot 2. Those artificial ponds shall be added to the CSM with the source of the information.
3. The typographical error in the Right to Farm Covenant shall be corrected to "The lots created on this map are adjacent to..." prior to approval of the CSM.

Motion carried by unanimous voice vote.

- H. Plan Commission Recommendation: Town Board review & consideration of a Conditional Use Application submitted by Kunes Appleton Properties for a proposed addition to the existing heavy vehicle sales and rental principal building located at 2615 West American Drive, specifically described as Tax ID #006-0341-01.

MOTION

Motion made by unanimous consent to approve the Conditional Use Permit Application submitted by Kunes Appleton Properties with the following Recommendations & Conditions:

1. The project shall comply with all applicable local, state, and federal codes/ordinances.
2. An up-to-date Site Plan must be on file, at all times with the Town of Clayton.
3. All activities on the subject property shall not in any way become a nuisance by reason of appearance, noise, dust, smoke, illumination, order or any other similar factor.
4. Subject to the applicant allowing the subject property to be available for inspection by the Town of Clayton officials at any reasonable time and upon reasonable notice.
5. Winnebago County & Wisconsin Department of Natural Resources (DNR) permits/approvals for stormwater management and erosion control shall be obtained and copies of such permits/approvals shall be submitted to the Town prior to commencing construction of the building addition.
6. DNR approval for wetland disturbance/filling shall be obtained and a copy of such approval shall be submitted to the Town within six (6) months of Conditional Use and Site Plan approvals. If the applicant fails to provide the Town a copy of the DNR approval for wetland disturbance/filling within six (6) months of Conditional Use Permit and Site Plan approvals, all illegal fill within the wetland shall be removed and the wetland shall be restored to preexisting conditions prior to the wetland fill violation.
7. Documentation shall be provided that the required wetland restoration activities have been completed per the restoration plan, including fill removal, reseeding, and site stabilization, prior to commencing construction of the proposed building addition.
8. Documentation of the Solar Reflective Index (SRI) of the proposed roofing materials shall be provided, prior to commencing construction of the proposed building addition.
9. Documentation shall be provided to verify all exterior lighting is IDA (International Dark-Sky Assoc.) certified, prior to commencing construction of the proposed building addition.
10. Any future proposed signage shall comply with the applicable requirements of Article 12 and Attachment E of the Town Zoning Ordinance.
11. Any substantial changes and/or additions to the site plan and/or building plans shall be reviewed and approved by the Plan Commission and Town Board in accordance with the Town Zoning Ordinance. Determination of whether a change or addition is substantial shall be at the discretion of the Town Administrator.
12. The location of the refuse/recycling enclosure must be clearly identified on the site plan. All outside store of waste/trash or recyclables shall be screened from view and enclosed by a fence or wall that extends to the tallest point of waste/trash or recyclable container(s), but not less than six (6) feet in height. Fencing or walls shall meet all applicable design and dimensional requirements of Sec. 9.08-209. The Plan Commission reserves the right to require additional vegetative screening to ensure the enclosure is adequately screened from view.
13. If the new proposed driveway on the eastern side of the property to W American Dr. is to exceed the maximum width of 36 feet at its juncture with the street pavement, a culvert clean-out shall be constructed to meet the Town's standards.

Motion carried by unanimous voice vote.

- I. Plan Commission Recommendation: Town Board review & consideration of a Site Plan Application submitted by Kunes Appleton Properties for a proposed addition to the existing heavy vehicle sales and rental principal building located at 2615 West American Drive, specifically described as Tax ID #006-0341-01.

MOTION

Motion made by unanimous consent to approve the Site Plan Application submitted by Kunes Appleton Properties with the following Recommendations & Conditions:

1. The project shall comply with all applicable local, state, and federal codes/ordinances.
2. An up-to-date Site Plan must be on file, at all times with the Town of Clayton.
3. All activities on the subject property shall not in any way become a nuisance by reason of appearance, noise, dust, smoke, illumination, order or any other similar factor.
4. Subject to the applicant allowing the subject property to be available for inspection by the Town of Clayton officials at any reasonable time and upon reasonable notice.
5. Winnebago County & Wisconsin Department of Natural Resources (DNR) permits/approvals for stormwater management and erosion control shall be obtained and copies of such permits/approvals shall be submitted to the Town prior to commencing construction of the building addition.
6. DNR approval for wetland disturbance/filling shall be obtained and a copy of such approval shall be submitted to the Town within six (6) months of Conditional Use and Site Plan approvals. If the applicant fails to provide the Town a copy of the DNR approval for wetland disturbance/filling within six (6) months of Conditional Use Permit and Site Plan approvals, all illegal fill within the wetland shall be removed and the wetland shall be restored to preexisting conditions prior to the wetland fill violation.
7. Documentation shall be provided that the required wetland restoration activities have been completed per the restoration plan, including fill removal, reseeding, and site stabilization, prior to commencing construction of the proposed building addition.
8. Documentation of the Solar Reflective Index (SRI) of the proposed roofing materials shall be provided, prior to commencing construction of the proposed building addition.
9. Documentation shall be provided to verify all exterior lighting is IDA (International Dark-Sky Assoc.) certified, prior to commencing construction of the proposed building addition.
10. Any future proposed signage shall comply with the applicable requirements of Article 12 and Attachment E of the Town Zoning Ordinance.
11. Any substantial changes and/or additions to the site plan and/or building plans shall be reviewed and approved by the Plan Commission and Town Board in accordance with the Town Zoning Ordinance. Determination of whether a change or addition is substantial shall be at the discretion of the Town Administrator.
12. The location of the refuse/recycling enclosure must be clearly identified on the site plan. All outside store of waste/trash or recyclables shall be screened from view and enclosed by a fence or wall that extends to the tallest point of

waste/trash or recyclable container(s), but not less than six (6) feet in height. Fencing or walls shall meet all applicable design and dimensional requirements of Sec. 9.08-209. The Plan Commission reserves the right to require additional vegetative screening to ensure the enclosure is adequately screened from view.

13. If the new proposed driveway on the eastern side of the property to W American Dr. is to exceed the maximum width of 36 feet at its juncture with the street pavement, a culvert clean-out shall be constructed to meet the Town's standards.

Motion carried by unanimous voice vote.

- J. Plan Commission Recommendation: Town Board review & discussion on a Concept Plan Review Application submitted by Troy Ribble for a proposed land division reconfiguring a portion of Tax ID #006-0006-02-02 (9670 Lind Ln); Tax ID #006-0006-09 (9618 Lind Ln); and all of Tax ID #006-00006-10-02 into five lots.

DISCUSSION ITEM ONLY - NO ACTION TAKEN

- K. Plan Commission Recommendation: Town Board review & discussion on a Concept Plan for the proposed move of a Habitable Building to Tax ID #006-0006-06 (Lind Ln) indicating where the final structures will be located.

DISCUSSION ITEM ONLY - NO ACTION TAKEN

BUSINESS

- A. Discussion/Action: Town Board review & consideration of Ordinance 2024-001 Relating to the Confidentiality of Information About Income & Expenses Requested by the Assessor in Property Assessment Matters.

MOTION

Motion made by Supervisor Reif, **Seconded** by Supervisor Grundman to approve Ordinance 2024-001 and direct Staff to publish & post accordingly.

Voting Yea: Town Chair Geise, Supervisor Lettau, Supervisor Grundman, Supervisor Christianson, Supervisor Reif

Motion carried 5-0.

- B. Discussion/Action: Town Board review & consideration of Invoice #6072151 submitted by Bassett Mechanical in the amount of \$6,611.82 for work performed on the Town Hall boiler system.

MOTION

Motion made by unanimous consent to approve invoice #6072151 submitted by Bassett Mechanical in the amount of \$6,611.82.

Motion carried by unanimous voice vote.

- C. Discussion/Action: Town Board review & consideration of a Building Moving Permit Application submitted by Brandon Ribble or assigns for the proposed moving of a house to Tax ID #006-0006-06 (9614 Lind Ln).

MOTION

Motion made by Town Chair Geise, **Seconded** by Supervisor Reif to approve the Building Moving Permit Application for Brandon Ribble with the following Conditions:

1. Sanitary permit must be obtained from Winnebago County for an on-site sewage disposal system to serve the building at its proposed location, and a copy of said permit presented to the Town.
2. Erosion control permit must be obtained from Winnebago County for the project, and a copy of said permit presented to the Town.
3. On-site sanitary sewage system must be constructed pursuant to and in conformance with a sanitary permit to serve the building at its proposed location. In lieu of the on-site sanitary system being constructed prior to moving, the applicant must provide an escrow deposit with the Town in the estimated amount to construct the on-site sewage system. The Town shall establish the time within which the on-site system shall be constructed.
4. Foundation must be constructed to serve the building at its proposed location. In lieu of the construction of a foundation prior to moving, the applicant must provide an escrow deposit with the Town in the estimated amount to construct the foundation. The Town shall establish the time within which the foundation shall be constructed.
5. The Town Building Inspector must inspect the building proposed to be moved and determine that the building is structurally sound and conforms to applicable provisions of the Wisconsin Administrative Code.
6. The Town Building Inspector must inspect the proposed location of the building and determine that the proposed location conforms to applicable zoning requirements.
7. A proposed moving route must be submitted to the Town of Clayton along with a timetable to affect the move. The Town of Clayton shall estimate the time within the building shall be moved.
8. The applicant must provide an escrow deposit of an amount not less than \$2,000.00 to ensure that the building will be moved within the approved timetable.
9. Any Town right-of-way improvements affected by the move must be restored to their prior condition.
10. An escrow agreement for the cash deposit(s) must be entered into with the Town and approved by the Town Administrator in lieu of letters of credit.

Voting Yea: Town Chair Geise, Supervisor Lettau, Supervisor Grundman, Supervisor Christianson, Supervisor Reif

Motion carried 5-0.

- D. Discussion/Action: Town Board review & consideration of a Developer Agreement submitted by Last Time Realty LLC for a proposed heavy vehicle sales and development on Tax ID #006-0341-02 (W American Dr).

MOTION

Motion made by Town Chair Geise to set aside this agenda item until the July 3, 2024 Board Meeting.

No Second was received.

Motion failed.

MOTION

Motion made by unanimous consent to approve the Developer Agreement submitted by Last Time Realty LLC as presented, consistent with the Paygo calculations included.

Motion carried by unanimous voice vote.

UPCOMING MEETING ATTENDANCE

- A. Town Board (6:30 pm start unless otherwise noted) - July 3 & 17; Aug 7 & 21; Sept 4 & 18
- B. Plan Commission (6:30 pm start unless otherwise noted) - July 10; Aug 14; Sept 11
- C. Town of Clayton TID #1 Annual Meeting - June 20 starting at 10 am

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

ADJOURNMENT

MOTION

Motion made by unanimous consent to adjourn at 7:47 pm.

Motion carried by unanimous voice vote.

Respectfully submitted,

Kelsey Faust-Kubale
Town Clerk

Monday 6/24/24 8:38 AM

Hi Clerks

The Solid Waste & Recycling Agreement is due to expire at the end of the year and will need to be re-signed. The agreement is being re-written. It is not expected to have any substantial changes. The changes will reflect the fact that Winnebago County only operates a transfer station and not a landfill.

In July I plan to attend the following town board meetings:

Winchester - July 1

Clayton - July 3

Wolf River - July 22

Howie

Howard Miller
Supervisor District 36
Ph: (920) 427-6423

Department of Public Safety

June 25th. 2024

DPS Report to Town Board

As of June 25th. 2024 the Dept. has been paged-out for 133 calls. Seventy-six were EMR calls and forty-nine were fire calls, and eight, that were both. This compares to 116 to date in 2023. This is an increase of 21% over 2023.

Our new fire truck has been taken to Red Power, our dealer/service company, for a final inspection. Red Power will also install some equipment that we ordered loose to be able to determine the exact location after we could see the truck.

Some of the radios ordered with the ARPA grant should be available around the end of June and the balance by the end of September.

Our Touch-A-Truck event is August 17th. I invite the board to stop in and see the wide variety of equipment available if needed by our mutual aid partners.

We are looking for rescue heroes to join our department. Your help in spreading the word is appreciated.

Please consider donating blood. The need is great, and donors are in short supply.

Please contact me with questions or concerns,

Director Rieckmann

MEMORANDUM

Business Item A

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of Ordinance 2024-002 Repealing & Recreating Ordinance 2021-001 Establishing All-Terrain & Utility-Terrain Vehicle Routes.

Included in the packet is the draft ordinance. The Board asked for this agenda item after receiving correspondence from the Knight Riders ATV Club at the June 19, 2024 meeting. Historically, the Boom-A-Rang ATV Club has been responsible for providing all required signage, maps, etc.

SUGGESTED MOTION(S):

*Motion **AND ROLL CALL** to approve Ordinance 2024-002 and direct Staff to publish and post accordingly.*

If you have any questions about this information, please feel free to call or e-mail me.

Respectfully Submitted
Kelsey

Town of Clayton

Ordinance 2024-002

AN ORDINANCE REPEALING ORDINANCE 2021-001 AND RECREATING ORDINANCE 2024-002 ESTABLISHING ALL-TERRAIN & UTILITY-TERRAIN VEHICLE ROUTES

Section 1 – Authority

1.1 This ordinance is established to create all-terrain vehicle and utility-terrain vehicle routes pursuant to the authority granted to towns by Wis. Stat. § 23.33(8)(b) and § 23.33(11).

Section 2 – Purpose and Intent

2.1 The Town of Clayton, Winnebago County adopts the following all-terrain vehicle (ATV) and Utility Terrain Vehicle (UTV) Route Ordinance upon the roadways listed in Section IV. The purpose of this ordinance is to establish an ATV/UTV route and provide safe and enjoyable ATV/UTV recreation consistent with public rights and interests. The Town Board finds that the ATV/UTV route will provide recreational opportunities to members of the public and will provide economic opportunities for town businesses. The Town Board further finds that public safety on town roads is unlikely to be negatively impacted and the use of ATV/UTVs on town roads is unlikely to create wear and tear which would require maintenance earlier than would be necessary if ATV/UTVs were not allowed.

Section 3 – Definitions

3.1 “All-terrain vehicle” or “ATV” means the following, as defined in Wis. Stat. § 23.33(1)(b) and any amendments thereto: A commercially designed and manufactured motor-driven device to which all of the following applies:

- a. It has a weight, without fluids, of 900 pounds or less.
- b. It has a width of 50 inches or less.
- c. It is equipped with a seat designed to be straddled by the operator.
- d. It travels on 3 or more low-pressure tires or non-pneumatic tires.

3.2 “Utility-terrain vehicle” or “UTV” means any of the following, as defined in Wis. Stat. § 23.33(1)(ng) and any amendments thereto:

- a. A commercially designed and manufactured motor-driven device that does not meet federal motor vehicle safety standards in effect on July 1, 2012, that is not a golf cart, low-speed vehicle, dune buggy, mini-truck, or tracked vehicle, that is designed to be used primarily off of a highway, and that has, and was originally manufactured with, all of the following:
 - i. A weight, without fluids, of 2000 pounds or less.
 - ii. Four or more low-pressure tires or non-pneumatic tires.
 - iii. A steering wheel.
 - iv. A tail light.
 - v. A brake light.
 - vi. Two headlights.

- vii. A width of not more than 65 inches.
 - viii. A system of seat belts, or a similar system, for restraining each occupant of the device in the event of an accident.
 - ix. A system of structural members designed to reduce the likelihood that an occupant would be crushed as the result of a rollover of the device.
- b. A commercially designed and manufactured motor-driven device to which all of the following applies:
- i. It has a weight, without fluids, of more than 900 pounds but not more than 2,000 pounds.
 - ii. It has a width of 50 inches or less.
 - iii. It is equipped with a seat designed to be straddled by the operator.
 - iv. It travels on 3 or more low-pressure tires or non-pneumatic tires.

3.3 “ATV/UTV Route” means a roadway designated by Town ordinance for use by all-terrain vehicle operators or utility-terrain vehicle operators or as defined in Wis. Stat. § 23.33(1)(c) and any amendments thereto.

Section 4 – Routes

4.1 The area designated as an ATV/UTV route shall be as follows:

- a. All town roads west of State Highway 76 within the Town of Clayton including those roads already approved are hereby designated as ATV/UTV routes with the exception of County Road T south of County Road II to Hickory Avenue.
- b. The following County roadway located in the Town of Clayton is hereby declared an ATV/UTV route if authorized by the County of Winnebago:
 - i. County Road T from County Road II to the intersection of Larsen Road.

Section 5 – Special Conditions

5.1 The Town of Clayton shall have the authority to suspend operation in any of the above areas due to hazard, construction, or emergency conditions in any segment listed above.

5.2 The Town of Clayton Clerk shall be provided with a current route map.

5.3 All ATV/UTV operators must adhere to the laws set forth by the Wisconsin Department of Natural Resources, with the understanding the Town Ordinance may be more restrictive.

Section 6 - Limitations

6.1 The following limitations apply to all areas designated in this ordinance:

- a. ATV/UTV operators shall wear eye protection. A UTV full windshield is acceptable in lieu of separate eye protection.
- b. ATV/UTV operators and passengers shall wear a seat belt.
- c. ATV/UTV operators on routes shall observe posted roadway speed limits but shall not exceed 35 mph regardless of whether a higher speed limit is posted.
- d. ATV/UTV operators on routes must slow ATV/UTV to 10 mph or less when riding within 100 feet of a person who is not on a motorized vehicle. This includes, but is not limited to slowing for anglers, hikers, bicyclists, joggers, horses, etc. as well as for other ATV/UTV operators standing along the road.
- e. ATV/UTV operators shall ride single file.

- f. ATV/UTV may be operated on any designated route twenty-four (24) hours per day, seven (7) days per week.
- g. ATV/UTV operators must have attained the age of sixteen (16) and must have a valid driver's license.
- h. No person under the age of eighteen (18) may operate an ATV/UTV on any designated route unless wearing approved protective headgear.
- i. Operators of ATV/UTV shall observe all laws of the state of Wisconsin pertaining to the use of ATV/UTV.
- j. ATV/UTV operators shall ride on paved surfaces only.
- k. No ATV/UTV may be operated on any designated route without fully functional headlights and taillights. Lights are required to be used at all times during operation of the vehicle.
- l. Town of Clayton ATV/UTV routes can be closed at any time by the Town Board when public safety is at risk.
- m. Operators must use hand signals when turning if ATV/UTV is not equipped with turn signals.
- n. Driver must carry vehicle registration and proof of insurance at all times.
- o. No ATV/UTV may be operated on any designated route which the ATV/UTV does not meet all applicable Federal noise and air pollution standards.

Section 7 – Route Signs

7.1 The Town of Clayton, or its designee, shall maintain all route signs within the Town.

7.2 All required designated route signs shall be paid for and installed by an ATV/UTV club or association, under the direction of the Town of Clayton.

7.3 All signs posted shall be in compliance with the Federal manual on uniform traffic control devices.

7.4 No person may erect, remove, obscure, or deface any official designated route sign unless authorized by the Town of Clayton Town Board.

7.5 No person shall operate an ATV/UTV contrary to any authorized and official posted signage.

Section 8 – Enforcement

8.1 The Town Board authorizes the Winnebago County Sheriff to enforce this ordinance as well as any other law enforcement officer authorized to enforce the laws of the State of Wisconsin, including but not limited to, an officer of the state patrol, an inspector under Wis. Stats. §110.07(3), a conservation warden, or the county sheriff.

Section 9 – Penalties

9.1 Wisconsin state All-Terrain Vehicle penalties as found in Wis. Stats. §23.33(13), are adopted by reference.

9.2 Adoption of this ordinance shall not prohibit any law enforcement officer or DNR Warden from proceeding under any other ordinance, regulation, statute, law or order that pertains to the subject matter addressed under this section.

Section 10 – Severability

10.1 If any section, clause, provision or a portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remaining provisions shall not be affected thereby.

Section 11 – Effective Date

11.1 This ordinance becomes effective upon passage and publication. The clerk shall send a copy of the ordinance to the Winnebago County Sheriff, the State Traffic Patrol, and the Department of Natural Resources.

Passed this _____ day of _____, 20_____

Attest:

Russell D. Geise, Town Chairman

Kelsey Faust-Kubale, Town Clerk

MEMORANDUM

Business Item B

From: Administrator/Staff

To: Town Board

Re: Town Board review & consideration of the Planned Maintenance Agreement submitted by Cummins Sales & Service for maintenance on the Town Hall / Fire Station Generator in the amount of \$5,112.11.

Included is a copy of the proposed agreement. This is the generator that services the Town Hall & Fire Station. The proposed agreement is for 3 years.

SUGGESTED MOTION(S):

Motion to approve the Maintenance Agreement submitted by Cummins and authorize the Administrator to execute said agreement.

If you have any questions about this information, please feel free to call or e-mail me.

Respectfully Submitted
Kelsey



Sales and Service

Item B.

GREEN BAY WI BRANCH
939 LAWRENCE DRIVE
DEPERE, WI 54115 5070
Phone: 920-336-9631

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
TOWN OF CLAYTON 8348 COUNTY RD T Larsen, WI 54947	Contact: Scott Rieckmann Phone: 920 8362170 Fax: 920 8362026 Cust Id: 65387	Quote Date: 04-JUN-24 Quote Expires: 03-OCT-24 Quote Num: 225654 Quoted By: John D Prill Quote Term: 3 Year(s)

Site Information

1	CLAYTON FIRE DEPT	8348 COUNTY ROAD T	LARSEN	WI	54947
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Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	FIRE STATION	ONAN	GEN SET	GGHH	K120413998	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	FIRE STATION	BATTERY REPLACEMENT	2	202.66	405.32
		FULL SERVICE	3	583.89	1,751.67
		INSPECTION/LB (2 HR)	3	985.04	2,955.12

Generator Planned Equipment Maintenance Quote

Service/Scheduled Month -

Based on previous PM schedule, services are tentatively scheduled for:

INSPECTION WITH 2-HOUR LOAD BANK IN OCTOBER OF 2024.
BATTERY REPLACEMENT IN OCTOBER OF 2024 (BATTERY LAST REPLACED IN OCTOBER OF 2022).
FULL SERVICE IN APRIL OF 2025.

INSPECTION WITH 2-HOUR LOAD BANK IN OCTOBER OF 2025.
FULL SERVICE IN APRIL OF 2026.

INSPECTION WITH 2-HOUR LOAD BANK IN OCTOBER OF 2026.
BATTERY REPLACEMENT IN OCTOBER OF 2026.
FULL SERVICE IN APRIL OF 2027.

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:

Dan Prill, Cummins Inside Sales at john.prill@cummins.com, Phone: 651-286-2223

Auto Renewal Option

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you wish to participate in the auto renew option, please check the box below:

Opt IN to Automatic Renewal

This agreement will automatically renew at the end of the term for a period equal to the original term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 4%. Either party has the right to terminate this Agreement with thirty (30) days prior



Sales and Service

Item B.

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
TOWN OF CLAYTON 8348 COUNTY RD T Larsen, WI 54947	Contact: Scott Rieckmann Phone: 920 8362170 Fax: 920 8362026 Cust Id: 65387	Quote Date: 04-JUN-24 Quote Expires: 03-OCT-24 Quote Num: 225654 Quoted By: John D Prill Quote Term: 3 Year(s)

written notice unless the work has already been performed.

Load Bank

Load Bank testing will be conducted the same durations and steps as previously performed unless otherwise specified below. Reading will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default.

2.0 Hour Load Bank

*30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours.

80% of the EPS nameplate kW rating for 2 continuous hours

Other ? Please Specify _____

Payment Info

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO# _____ Dollar amount of PO _____

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:

P.O. Box 772639

Detroit, MI 48277-2639

For any questions regarding your account or additional sales opportunities:

Mike Obermann- Planned Maintenance Territory Manager - Cummins Sales and Service

Phone 920-445-6543, Fax 920-338-6105, Email michael.obermann@cummins.com

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.



Sales and Service

Item B.

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
TOWN OF CLAYTON 8348 COUNTY RD T Larsen, WI 54947	Contact: Scott Rieckmann Phone: 920 8362170 Fax: 920 8362026 Cust Id: 65387	Quote Date: 04-JUN-24 Quote Expires: 03-OCT-24 Quote Num: 225654 Quoted By: John D Prill Quote Term: 3 Year(s)

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

Standard Agreement Amount	\$5,112.11
Proposal Total	\$5,112.11

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions (Terms and Conditions), together with the quote on the front side (Quote) and the scope of services, are hereinafter collectively referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ('Quote Validation Period'). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. TERMINATION FOR DEFAULT. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

9. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

10. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

12. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

13. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest in such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

14. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is written and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

15. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

16. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ('Performance Date') due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

17. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

MEMORANDUM

Business Item C

From: Administrator/Staff

To: Town Board

Re: Town Board review and consideration of Resolution 2024-003 A Resolution Approving an Intergovernmental Agreement to Satisfy Eligibility for a Recycling Consolidation Grant for Calendar Year 2025.

Attached please find a draft copy of Resolution 2024-003. Staff is requesting the Board approve the attached Resolution to be able to participate in the Recycling Consolidation Grant Program. This approval is routine in the DNR's Recycling Grant Application process.

Suggested Motion:

*Motion **AND ROLL CALL** to approve Resolution 2024-003 and direct staff to submit the approved Resolution to Winnebago County Solid Waste Management Board.*

If you have any questions about this information, please feel free to call or e-mail me.

Respectfully Submitted
Kelsey

KATHRYN HUTTER
Director

www.winnebago-county-solid-waste.com
solidwaste@winnebago-county-wi.gov



LANDFILL/ADMINISTRATION Item C.
100 W. COUNTY RD. Y
OSHKOSH, WI 54901

PHONE (920) 232-1800
FAX (920) 424-1189

Winnebago County

Solid Waste Management Board

The Wave of the Future

DATE: June 25, 2024
TO: Contracted Responsible Units
FROM: Kelly Reyer – Education & Outreach Specialist
RE: WDNR Recycling Consolidation Grant 2025 Cooperative Agreement

Enclosed you will find the **Intergovernmental Agreement to Satisfy Eligibility for the Wisconsin Recycling Consolidation Grant for Calendar Year 2025**. Winnebago County Solid Waste will develop and provide your office with printed copies of the 2024 Winnebago County Waste & Recycling Guide later this year so that you may qualify for the WDNR Recycling Consolidation Grant Funds. As a partner of Tri-County Recycling, Winnebago County will continue to co-fund and promote the Waste Wizard Material Search Engine & Betterbin smartphone recycling app, along with distributing "Is that REALLY recyclable?" promotional magnets, stickers and business cards for these tools. Residents can access the Waste Wizard at: www.recyclomoretricity.org/waste-wizard/ or www.winnebago-county-solid-waste.com, and the Betterbin app can be downloaded in any app store.

Please route the enclosed document for approval/signature and return via email or mail to me by Friday, August 23, 2024. If you would like a Word document version instead of PDF, please let us know.

Note: The City of Neenah and City of Oshkosh pre-qualify for this grant due to population and are not included in this consolidation agreement.

Please contact Kelly Reyer at 920-232-1802 or email KReyer@winnebago-county-wi.gov if you have any questions.

KR

S:\Landfill\52811 Recycling Programs\811 RUGs\DNR Recycling Consolidation Grant\2025

**Town of Clayton, Winnebago County, State of Wisconsin
Resolution 2024-003**

**Intergovernmental Cooperative Agreement to Satisfy Eligibility for the Wisconsin Recycling
Consolidation Grant for Calendar Year 2025**

This agreement is made by and between the Cities of Menasha and Omro, the Villages of Fox Crossing and Winneconne, and Towns of Algoma, Black Wolf, Clayton, Neenah, Nekimi, Omro, Vinland, Winchester, Winneconne, and Wolf River, each of which is a municipal corporation, and each of which is a Responsible Unit as defined in Section 287.01(9) of the Wisconsin Statutes (collectively referred to as the "Responsible Units" or "RUs") for purposes of implementing efficiencies related to operating an effective recycling program in accordance with ss. 287.11 and 287.24, Wis. Stats., and ch. NR 542, Wis. Admin. Code. This agreement is intended to qualify for the 2025 Wisconsin Recycling Consolidation Grant.

WHEREAS the RUs believe that, by working together in this cooperative agreement, they can more effectively and efficiently provide for the recycling education needs of their citizens; and

WHEREAS the RUs desire to collaborate in an effort to educate about recycling; and

WHEREAS the RUs recognize the importance of educating residents about recycling and their RU responsibility to do so; and

WHEREAS Winnebago County produced the 2024 Winnebago County Waste & Recycling Guide; and

WHEREAS Winnebago County partnered with Brown and Outagamie Counties, collectively known as Tri-County Recycling, to fund, host, and promote the Waste Wizard Material Search Engine tool and a smartphone recycling app developed by Betterbin; and

WHEREAS the Winnebago County Waste & Recycling Guide, the Waste Wizard Material Search Engine, and the Betterbin smartphone app provide comprehensive information on single-stream recycling guidelines, recycling plastic bags, proper medical sharps disposal, electronics recycling, universal waste recycling, household hazardous waste programs, pharmaceutical drop boxes and waste reduction tips; and

WHEREAS Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and allows municipalities to contract with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS each participating RU will maintain a copy of the other above listed RUs' cooperative agreements on file, given that not all cooperating RUs will be able to sign a single document;

IT IS THEREFORE AGREED THAT the above listed RUs have and will make available to its residents the 2024 Winnebago County Waste & Recycling Guide and Tri-County Recycling's Waste Wizard Material Search Engine & Betterbin smartphone app, recognizing additional and consistent education will reduce contamination and improve recycling, thereby enabling the processing and marketing of these recyclables in the most efficient and cost-effective manner possible.

SIGNATURE

TITLE

MUNICIPALITY

DATE

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NICOLET NATIONAL BANK (POOLED)

Accounting Checks

Posted From: 6/01/2024 From Account:

Thru: 6/30/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
31021	6/04/2024	AFS ARC 4 1/2 60 GRIT WHEEL WITH SUPER LO	115.00
31022	6/04/2024	AIT BUSINESS TECHNOLOGIES LLC town hall support	4,097.93
31023	6/04/2024	ASSOCIATED APPRAISAL CONSULTANTS INC JUNE ASSESSOR FEES INTERNET&MAINT	1,692.54
31024	6/04/2024	CEDAR CORPORATION KUNES WILLIE BEMONS ECKSTIEN ZONES	2,530.00
31025	6/04/2024	CENTRAL STATES H&W FUND MAY 2024 HEALTH INS PREM	15,400.80
31026	6/04/2024	COUNTRY VISIONS COOPERATIVE truck 20	709.69
31027	6/04/2024	DECKER SUPPLY CO INC SIGN STAND	862.95
31028	6/04/2024	ECKSTEIN, TED EDINGER CREAMATION	250.00
31029	6/04/2024	G.E. CHEMICAL COMPANY HOSE QUICK COUPLER 3/8 PLUG	393.25
31030	6/04/2024	GANNETT WISCONSIN LOCALIQ POST CRESCENT NOTICES	256.59
31031	6/04/2024	GFL ENVIRONMENTAL MAY 2024 RECYCLE AND TRASH	23,715.24
31032	6/04/2024	MANNING GROSS & MASSENBURG LLP APRIL LEGAL FEES.	3,990.00
31033	6/04/2024	MENARDS 6X6 10' GREEN TREATED POST RETURN	61.07
31034	6/04/2024	POMP'S TIRE SERVICE INC 24 9.5 CARLISLE RUBBER VALVE STEMS	225.70
31035	6/04/2024	RIESTERER & SCHNELL INC JOHN DEERE Z TURN MOWER	15.23
31036	6/04/2024	UNITED COOPERATIVE Weed&Feed 22-8-5`	1,134.00
31037	6/04/2024	WE ENERGIES GAS BILLS 9023 CLAYTON AVE	23.12
31038	6/04/2024	WI SCTF PAY 5-31-24 Z KOHLER KIDS 5959900	148.00
31039	6/06/2024	PLACH AUTOMOTIVE INC NEW 2023 PW F550	87,633.00

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Posted From: 6/01/2024 From Account:
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Check Nbr	Check Date	Payee	Amount
31040	6/17/2024	BASSETT MECHANICAL BOILER PUMP OUT MATERIAL LABOR MILEAGE	6,611.82
31041	6/17/2024	CAROW LAND SURVEYING CO INC ECKSTEIN REFUND	1,400.00
31042	6/17/2024	CEDAR CORPORATION BERGSTROM POND REVIEW MARCH	510.00
31043	6/17/2024	CINTAS CORPORATION PW URINAL	1,371.31
31044	6/17/2024	FIRE CATT LLC FIRE HOSE TESTING UTILIZING FIRE CATT	4,024.00
31045	6/17/2024	FOX CITIES SIGN LLC 20 welcome signs 75%	4,134.00
31046	6/17/2024	FOX WEST REGIONAL SEWERAGE COMMISSION MAY 2024 OPERATIONS & MAINTENANCE	7,291.01
31047	6/17/2024	GLLB PROPERTIES LLC FIRE SUBSTATION JULY 2024 LEASE	1,273.00
31048	6/17/2024	H & K WOODS INC TRAILER BED LUMBER	497.70
31049	6/17/2024	JOHN'S SAW SERVICE 14 6pk oil 2 harness -full @ 30.99	91.97
31050	6/17/2024	KS STATEBANK 2018 JD WITH 2019 TIGER BOOM PAYMENT4OF5	21,321.59
31051	6/17/2024	L&S TRUCK CENTER APPLETON INC BOLTS FOR C43	25.20
31052	6/17/2024	MENARDS PW REBATE FROM BIRD LASER STUFF	136.47
31053	6/17/2024	N&M AUTO SUPPLY AIR FILTER PUBLIC SAFETY C43	736.73
31054	6/17/2024	POMP'S TIRE SERVICE INC 24 9.5 CARLISLE mult tr c574338	105.85
31055	6/17/2024	RHYME BUSINESS PRODUCTS SHARP COPIER LEASE	745.92
31056	6/17/2024	SPEEDY CLEAN AUGER FLORR MOUNT BLOCKED URINALS	393.75
31057	6/17/2024	STERICYCLE/SHRED-IT SHRED SERVICES	141.50
31058	6/17/2024	TEAMSTERS LOCAL UNION 662 JUNE 2024 UNION DUES COLLECTED	198.00

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Check Nbr	Check Date	Payee	Amount
31059	6/17/2024	WI DEPT OF JUSTICE BACKGROUND CHECKS MAY2024	175.00
31060	6/17/2024	WI SCTF PAY 6-13-24 Z KOHLER KIDS 5959900	148.00
31061	6/17/2024	WINNEBAGO COUNTY TREASURER LANDFILL FEES MAY 2024	7,923.61
31062	6/26/2024	WI DEPT OF EMPLOYEE TRUST FUNDS MAY 2024 PAYROLLS	9,978.86
31063	6/26/2024	AFS 2000 2-1/4 TEK VEGA PHILLIPS	52.60
31064	6/26/2024	AIT BUSINESS TECHNOLOGIES LLC town hall support	1,087.50
31065	6/26/2024	CENTRAL STATES H&W FUND 5-26 6-2 6-9 6-16 6-23 health ins	19,251.00
31066	6/26/2024	CINTAS CORPORATION PW URINAL	706.11
31067	6/26/2024	CROSS PLUMBING INC CLAYTON PARK REPAIRS WATER TESTING	572.74
31068	6/26/2024	GARROW OIL MARKETING INC DIESEL	2,049.53
31069	6/26/2024	GFL ENVIRONMENTAL JUNE 2024 RECYCLE AND TRASH	23,715.24
31070	6/26/2024	IPR CLAYTON LLC LEASE 7-1 7-31 2024 WASTE WATER SYS	14,500.00
31071	6/26/2024	LANGE ENTERPRISES INC 6 address signs	191.16
31072	6/26/2024	N&M AUTO SUPPLY rust aerosol undercoating	91.90
31073	6/26/2024	PREMIER CLAYTON LLC over payment Longmore 9107 clayton #2	100.63
31074	6/26/2024	PREMIUM WATERS INC BOTTLED WATER	23.97
31075	6/26/2024	RIESTERER & SCHNELL INC 1 spreader	208.79
31076	6/26/2024	TRAFFIC LOGIX CORPORATION LIGHTS FOR SPEED SIGN	183.75
31077	6/26/2024	UHAUL SITE PLAN REFUND	1,000.00

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Posted From: 6/01/2024 From Account:

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Check Nbr	Check Date	Payee	Amount
31078	6/26/2024	VANDE HEY COMPANY, INC. TREEE AT CLATON CEMETERY	2,880.00
31079	6/26/2024	WE ENERGIES GAS BILLS 9023 CLAYTON AVE	13.17
31080	6/26/2024	WI SCTF PAY 6-27-24 Z KOHLER KIDS 5959900	148.00
DOR6-13	6/13/2024	WI DEPT OF REVENUE Manual Check WT-6 BIWEEKLY 5-30-24	1,680.51
NB61724	6/17/2024	NICOLET NATIONAL BANK Manual Check SERVICE CHARGE FOR JUNE 2024	75.00
KWTP5-24	6/10/2024	KWIK TRIP INC Manual Check GAS	382.88
WIUI6-17	6/17/2024	WI UNEMPLOYMENT INSURANCE TAX Manual Check PAYMENT REMIT MAY 2024	1,850.00
NBCC52024	6/17/2024	NICOLET NATIONAL BANK Manual Check NICOLET CREDIT CARD	1,167.94
WPS061724	6/17/2024	WI PUBLIC SERVICE Manual Check BOOSTER PUMP ELECTRIC 0426 -0524	221.80
WPS062424	6/24/2024	WI PUBLIC SERVICE Manual Check NEENAH STREET LIGHTING	922.61
EFTPS61724	6/17/2024	EFTPS Manual Check BI 6-13-24 FD 6-17-24	4,904.28
WPS6042024	6/04/2024	WI PUBLIC SERVICE Manual Check 04-08 05-08 MUNI /FIRE ELECTRIC	1,218.58
EFTPS652024	6/05/2024	EFTPS Manual Check TB 6-1-2024 PR	651.74
Grand Total			292,340.83

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Accounting Checks

Posted From: 6/01/2024 From Account:

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	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	99,733.77
Total Expenditure from Fund # 230 - SOLID WASTE/RECYCLING	53,315.11
Total Expenditure from Fund # 240 - CEMETERY	3,130.00
Total Expenditure from Fund # 400 - GENERAL CAPITAL PROJECTS	87,633.00
Total Expenditure from Fund # 420 - TID #1	3,479.43
Total Expenditure from Fund # 620 - SANITARY DISTRICT	21,891.64
Total Expenditure from Fund # 640 - STORM WATER	23,157.88
Total Expenditure from all Funds	292,340.83